

RECORDATION NO. 18816-99 FILED

ALVORD AND ALVORD
ATTORNEYS AT LAW
1050 SEVENTEENTH STREET, N.W.
SUITE 301
WASHINGTON, D.C.

JUN 11 '02 2-00 PM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

20036

OF COUNSEL
URBAN A. LESTER

(202) 393-2266
FAX (202) 393-2156
E-MAIL alvordlaw@aol.com

June 11, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are three (3) copies of Supplement No. 27, dated as of June 11, 2002, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Loan, Chattel Mortgage and Security Agreement previously filed with the Commission under Recordation Number 18816.

The names and addresses of the parties to the enclosed document are:

Debtor: ACF Industries, Incorporated
620 North Second Street
St. Charles, Missouri 63301

Secured Party: Citibank, N.A.
(successor by merger to
European American Bank)
335 Madison Avenue
New York, New York 10017

A description of the railroad equipment covered by the enclosed document is:

- (a) 112 railcars ADDED to the Security Agreement within the series SHPX 42697 - SHPX 204243; and
- (b) 74 railcars DELETED from the Security Agreement within the series SHPX 204868 - SHPX 221425

Mr. Vernon A. Williams
June 11, 2002
Page Two

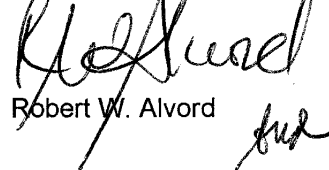
A short summary of the document to appear in the index follows:

Supplement No. 27 to Security Agreement

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed documents to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. W. Alvord", with a stylized flourish at the end.

Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 18816-44 FILED

JUN 11 '02

2-00 PM

SUPPLEMENT NO. 27
TO
LOAN, CHATTEL MORTGAGE & SECURITY AGREEMENT

SURFACE TRANSPORTATION BOARD

SUPPLEMENT No. 27 (this "Supplement") to the Loan, Chattel Mortgage & Security Agreement dated as of May 24, 1994 (as amended, supplemented or modified from time to time, the "Security Agreement"), by and between ACF INDUSTRIES, INCORPORATED, a New Jersey corporation (the "Debtor"), and CITIBANK, N.A. (a successor by merger to EUROPEAN AMERICAN BANK), (the "Secured Party").

WHEREAS, the Security Agreement was recorded on May 24, 1994 with the Surface Transportation Board, Recordation No. 18816, and with the Registrar General of Canada, Recordation No. 95.

1. Definitions. Except as otherwise defined in this Supplement, terms defined in the Security Agreement or by reference therein are used herein as defined therein.

2. Supplements. The Security Agreement shall be amended and supplemented as follows:

(a) Schedule A to the Security Agreement shall be amended and supplemented by Schedule A-1 hereto to include the Equipment and the Equipment Leases more fully described on Schedule A-1 hereto and Schedule A-1 hereto shall be deemed to be an addition to and part of Schedule A to the Security Agreement. The Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants the Secured Party a first priority lien on and security interest in all of the Debtor's right, title and interest in and to such Equipment and Equipment Leases and agrees that such Equipment and Equipment Leases shall constitute Collateral subject to the grant of security by the Debtor set forth in Section 4 of the Security Agreement. Each reference to Schedule A in the Security Agreement, and each reference to Schedule A to the Security Agreement in any other Loan documents, shall be deemed to be a reference to Schedule A as amended and supplemented by Schedule A-1 hereto.

(b) Schedule A to the Security Agreement shall be amended further by deleting therefrom the Equipment and the Equipment Leases described on Schedule A-2 hereto and the Secured Party hereby agrees that such Equipment and Equipment Leases shall no longer be included in the Collateral, and hereby releases and terminates its lien on and security interest in, and all of its rights, title and interest, in and to, such Equipment and Equipment Leases. Schedule A-2 hereto shall be deemed to be a deletion from, and the Equipment and the Equipment Leases described thereon shall cease to be a part of, Schedule A to the Security Agreement. Each reference to Schedule A in the Security Agreement, and each reference to Schedule A to the Security Agreement in any other Loan documents, shall be deemed to be a reference to Schedule A as amended by Schedule A-2 hereto, and each reference to Equipment or Equipment Leases in any other Loan documents shall no longer include a reference to the equipment described on Schedule A-2 hereto.

(c) It is hereby agreed that each reference to the Security Agreement and this Agreement in the Security Agreement, and each reference to the Security Agreement in each of the other Loan

documents, shall be deemed to be a reference to the Security Agreement as amended and supplemented by this Supplement.

3. Release. The Secured Party hereby releases, and terminates its security interest in, and all of its right, title and interest in and to, the following Collateral:

(a) all railroad tank cars and covered hopper cars described on Schedule A-2 attached hereto (the Released Equipment), together with all accessories, equipment, parts and appurtenances appertaining or attached to the Released Equipment, and all substitutions, renewals or replacements of and additions, improvements, accessions and accumulations to, or proceeds of, any and all of said Released Equipment, together with all the records, rents, mileage credits earned, issues, income, profits, avails and other proceeds (including insurance proceeds) therefrom;

(b) all right, title, interest, claims and demands of the Debtor in, to and under each and every lease (whether or not such lease is in writing or is for a term certain, including, without limitation, per diem leases) entered into relating to the Released Equipment (each such lease being an "Equipment Lease"), including any extensions of the term of every such Equipment Lease, all of Debtor's rights under any such Equipment Lease to make determinations, to exercise any election (including, but not limited to, election of remedies) or option or to give or receive any notice, consent, waiver or approval together with full power and authority with respect to any such Equipment Lease to demand, receive, enforce, collect or give receipt for any of the foregoing rights or any property which is the subject of any of such Equipment Leases, to enforce or execute any checks, or other instruments or orders, to file any claims and to take any action which may be necessary or advisable in connection with any of the foregoing insofar as such rights relate to the Released Equipment which is subject to such Equipment Leases, all records related to such Equipment Leases, whether as contractual obligations, damages, casualty payments, insurance proceeds or otherwise to the extent such payments are derived from the Released Equipment, including any mileage credits associated therewith;

(c) all documents evidencing, and all books and records relating to, the foregoing (including but not limited to, all computer programs, data, disks, tapes, media and printouts where the foregoing is stored or embodied, wherever located);

(d) all cash and non-cash proceeds of the foregoing, all proceeds from insurance on any of the foregoing, all additions and accessions to and replacements and substitutions for any of the foregoing, everything that has become (or is held for the purpose of being) affixed to or installed in any of the foregoing, and all products, income and profits of or from the foregoing; and

(e) all products and proceeds of any of the foregoing.


4. Ratification. Except as expressly amended and supplemented hereby, the Security Agreement is and shall remain in full force and effect and is hereby ratified, approved and confirmed in all respects, and no amendment or supplement in respect of any term or condition of the Security Agreement shall be deemed to be an amendment or supplement in respect of any other term or condition contained in the Security Agreement or any other Loan document.

5. Counterparts. This Supplement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Supplement by signing any such counterpart.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the ____ day of June, 2002.

ACF INDUSTRIES, INCORPORATED

By: 
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

CITIBANK, N.A., a successor by merger to
EUROPEAN AMERICAN BANK

By: _____
Name:
Title:

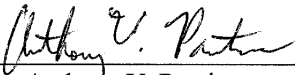
[Signature Page to Supplement No. 27]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Supplement in one or more counterparts as of the ____ day of June, 2002.

ACF INDUSTRIES, INCORPORATED

By: _____
Name: Robert J. Mitchell
Title: Senior Vice President-Finance

CITIBANK, N.A., a successor by merger to
EUROPEAN AMERICAN BANK

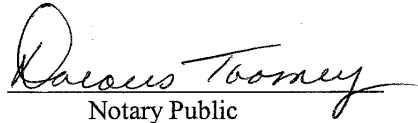
By: 
Name: Anthony V. Pantina
Title: Vice President

[Signature Page to Supplement No. 27]

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

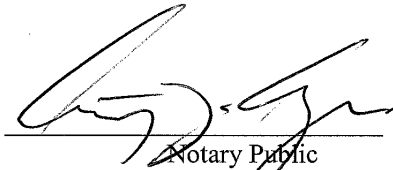
On this 3rd day of June, 2002, before me, personally appeared Robert J. Mitchell, to me known, who being by me duly sworn, says that he resides in Nassau county, New York and is Senior Vice President of Finance of ACF INDUSTRIES, INCORPORATED; that said instrument was signed on behalf of said corporation on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

DOLORES TOOMEY
Notary Public, State of New York
No. 41-4771811
Qualified in Queens County 6
Commission Expires May 31, 2006


Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of June, 2002, before me, personally appeared Anthony V. Pantina, to me known, who being by me duly sworn, says that he resides in Long Island City, NY and is Vice President of CITIBANK, N.A., a successor by merger to EUROPEAN AMERICAN BANK; that said instrument was signed on behalf of said bank on the date hereof by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said bank.



Notary Public

Anthony J. Cangelosi
Notary Public, State of New York
No. 01CA0552210
Qualified In Richmond County
Commission Expires January 31, 2006

SCHEDULE A-1

[SCHEDULE OF REPLACEMENT UNITS]

Lessee	Contract	Rptg Mark	Car Number
ATOFINA	58570043	ACFX	73954
ATOFINA	58570043	ACFX	73955
ATOFINA	58570043	ACFX	73956
ATOFINA	58570043	ACFX	73960
ATOFINA	58570043	ACFX	94208
ATOFINA	58570043	ACFX	94212
ATOFINA	58570043	ACFX	94216
ATOFINA	58570043	ACFX	94217
ATOFINA	58570043	ACFX	94219
ATOFINA	58570043	ACFX	94220
ATOFINA	58570043	ACFX	94221
ATOFINA	58570043	ACFX	94222
ATOFINA	58570043	ACFX	94224
ATOFINA	58570043	ACFX	94225
ATOFINA	58570043	ACFX	94226
ATOFINA	58570043	ACFX	94228
ATOFINA	58570043	ACFX	94229
ATOFINA	58570043	ACFX	94230
ATOFINA	58570043	ACFX	94231
ATOFINA	58570043	ACFX	94232
ATOFINA	58570043	ACFX	94233
ATOFINA	58570043	ACFX	94235
ATOFINA	58570043	ACFX	94236
ATOFINA	58570043	ACFX	94237
ATOFINA	58570043	ACFX	94238
ATOFINA	58570043	ACFX	94239
ATOFINA	58570043	ACFX	94240
ATOFINA	58570043	ACFX	94246
BARRETT'S MINERALS, INC.	73830013	ACFX	42708
BARRETT'S MINERALS, INC.	73830013	ACFX	42720
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	73946
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	73948
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	73950
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	73957
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	73958
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	73959
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	94207
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	94210
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	94211
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	94213
CHEVRON PHILLIPS CHEMICAL COMPANY LP	65140011	ACFX	94214
EASTMAN CHEMICAL COMPAN	6153	ACFX	59311
EASTMAN CHEMICAL COMPAN	6153	ACFX	59329
EASTMAN CHEMICAL COMPAN	6153	ACFX	59331
EASTMAN CHEMICAL COMPAN	6153	ACFX	59334
EASTMAN CHEMICAL COMPAN	7862	ACFX	75406
EASTMAN CHEMICAL COMPAN	7862	ACFX	75417
EASTMAN CHEMICAL COMPAN	7862	ACFX	75418
EASTMAN CHEMICAL COMPAN	7862	ACFX	75448
EASTMAN CHEMICAL COMPAN	7862	ACFX	75449

Lessee	Contract	Rptg Mark	Car Number
EASTMAN CHEMICAL COMPAN	7862	ACFX	75459
EASTMAN CHEMICAL COMPAN	7862	ACFX	75464
EASTMAN CHEMICAL COMPAN	7862	ACFX	79607
EASTMAN CHEMICAL COMPAN	7862	ACFX	79630
EASTMAN CHEMICAL COMPAN	7862	ACFX	79635
FMC CORPORATION	32220045	ACFX	42697
FMC CORPORATION	32220045	ACFX	42698
FMC CORPORATION	32220045	ACFX	42700
FMC CORPORATION	32220045	ACFX	42702
FMC CORPORATION	32220045	ACFX	42703
FMC CORPORATION	32220045	ACFX	42705
FMC CORPORATION	32220045	ACFX	42711
FMC CORPORATION	32220045	ACFX	42718
FMC CORPORATION	32220045	ACFX	42722
FMC CORPORATION	32220045	ACFX	42726
IMERYS PIGMENTS AND ADD	56190052	ACFX	42723
IMERYS PIGMENTS AND ADD	56190052	ACFX	42724
IMERYS PIGMENTS AND ADD	56190052	ACFX	42725
IMERYS PIGMENTS AND ADD	56190052	ACFX	42727
IMERYS PIGMENTS AND ADD	56190052	ACFX	42729
IMERYS PIGMENTS AND ADD	56190052	ACFX	42730
IMERYS PIGMENTS AND ADD	56190052	ACFX	42731
IMERYS PIGMENTS AND ADD	56190052	ACFX	42732
IMERYS PIGMENTS AND ADD	56190052	ACFX	42733
IMERYS PIGMENTS AND ADD	56190052	ACFX	42734
M&G POLYMERS USA, LLC	75450006	ACFX	68152
M&G POLYMERS USA, LLC	75450006	ACFX	68157
M&G POLYMERS USA, LLC	75450006	ACFX	68166
M&G POLYMERS USA, LLC	75450006	ACFX	68167
M&G POLYMERS USA, LLC	75450006	ACFX	68187
M&G POLYMERS USA, LLC	75450006	ACFX	68191
M&G POLYMERS USA, LLC	75450006	ACFX	68193
M&G POLYMERS USA, LLC	75450006	ACFX	68206
M&G POLYMERS USA, LLC	75450006	ACFX	68208
M&G POLYMERS USA, LLC	75450006	ACFX	68215
MESA OIL, INC.	7569	ACFX	82420
MESA OIL, INC.	7569	ACFX	88895
MIDWEST AGRI COMMODITIE	7495	ACFX	86825
MONSANTO COMPANY	7722	SHPX	204034
PIONEER AMERICAS, INC.	46990031	SHPX	200865
PIONEER AMERICAS, INC.	46990031	SHPX	200866
PIONEER AMERICAS, INC.	46990031	SHPX	200867
PIONEER AMERICAS, INC.	46990031	SHPX	200936
PIONEER AMERICAS, INC.	46990031	SHPX	200983
PIONEER AMERICAS, INC.	46990031	SHPX	200984
PIONEER AMERICAS, INC.	46990031	SHPX	201055
PVS TECHNOLOGIES	6490	ACFX	82571
SK GLOBAL AMERICA, INC.	78560001	ACFX	64954
TERRA NITROGEN LIMITED	5963	ACFX	95125
TERRA NITROGEN LIMITED	5963	ACFX	95136

Lessee	Contract	Rptg Mark	Car Number
TERRA NITROGEN LIMITED	5963	ACFX	95152
TERRA NITROGEN LIMITED	5963	ACFX	95155
UNILEVER BESTFOODS NORT	7881	ACFX	59283
UNILEVER BESTFOODS NORT	7881	ACFX	59284
UNILEVER BESTFOODS NORT	7881	ACFX	59291
UNILEVER BESTFOODS NORT	7881	ACFX	59559
UNILEVER BESTFOODS NORT	7881	ACFX	59560
UNILEVER BESTFOODS NORT	7881	ACFX	59561
UNIROYAL CHEMICAL COMPA	7691	SHPX	204240
UNIROYAL CHEMICAL COMPA	7691	SHPX	204241
UNIROYAL CHEMICAL COMPA	7691	SHPX	204242
UNIROYAL CHEMICAL COMPA	7691	SHPX	204243

112

Cars

SCHEDULE A-2

[SCHEDULE OF RELEASED EQUIPMENT]

{24950 / 6180 / 00508727 / 5/24/02 /}

Lessee	Contract	Rptg Mark	Car Number
CHEMTRADE LOGISTICS INC	77410004	SHPX	221389
CHEMTRADE LOGISTICS INC	77410004	SHPX	221390
CHEMTRADE LOGISTICS INC	77410004	SHPX	221391
CHEMTRADE LOGISTICS INC	77410004	SHPX	221392
CHEMTRADE LOGISTICS INC	77410004	SHPX	221394
CHEMTRADE LOGISTICS INC	77410004	SHPX	221397
CHEMTRADE LOGISTICS INC	77410004	SHPX	221398
CHEMTRADE LOGISTICS INC	77410004	SHPX	221401
CHEMTRADE LOGISTICS INC	77410004	SHPX	221402
CHEMTRADE LOGISTICS INC	77410004	SHPX	221403
CHEMTRADE LOGISTICS INC	77410004	SHPX	221404
CHEMTRADE LOGISTICS INC	77410004	SHPX	221405
CHEMTRADE LOGISTICS INC	77410004	SHPX	221406
CHEMTRADE LOGISTICS INC	77410004	SHPX	221407
CHEMTRADE LOGISTICS INC	77410004	SHPX	221408
CHEMTRADE LOGISTICS INC	77410004	SHPX	221409
CHEMTRADE LOGISTICS INC	77410005	SHPX	221414
CHEMTRADE LOGISTICS INC	77410005	SHPX	221415
CHEMTRADE LOGISTICS INC	77410005	SHPX	221416
CHEMTRADE LOGISTICS INC	77410005	SHPX	221417
CHEMTRADE LOGISTICS INC	77410005	SHPX	221418
CHEMTRADE LOGISTICS INC	77410005	SHPX	221419
CHEMTRADE LOGISTICS INC	77410005	SHPX	221420
CHEMTRADE LOGISTICS INC	77410005	SHPX	221421
CHEMTRADE LOGISTICS INC	77410005	SHPX	221422
CHEMTRADE LOGISTICS INC	77410005	SHPX	221423
CHEMTRADE LOGISTICS INC	77410005	SHPX	221425
DARLING INTERNATIONAL I	7803	SHPX	204868
DARLING INTERNATIONAL I	7803	SHPX	204869
DARLING INTERNATIONAL I	7803	SHPX	204870
DARLING INTERNATIONAL I	7803	SHPX	204871
DARLING INTERNATIONAL I	7803	SHPX	204872
DARLING INTERNATIONAL I	7803	SHPX	204873
DARLING INTERNATIONAL I	7803	SHPX	204874
DARLING INTERNATIONAL I	7803	SHPX	204875
DARLING INTERNATIONAL I	7803	SHPX	204876
DARLING INTERNATIONAL I	7803	SHPX	204877
DARLING INTERNATIONAL I	7803	SHPX	204878
DARLING INTERNATIONAL I	7803	SHPX	204879
DARLING INTERNATIONAL I	7803	SHPX	204880
DARLING INTERNATIONAL I	7803	SHPX	204881
DARLING INTERNATIONAL I	7803	SHPX	204882
PREMCOR REFINING	7858	SHPX	205102
PREMCOR REFINING	7858	SHPX	205103
PREMCOR REFINING	7858	SHPX	205104
PREMCOR REFINING	7858	SHPX	205105
VULCAN MATERIALS COMPANY	7805	SHPX	204883
VULCAN MATERIALS COMPANY	7805	SHPX	204884
VULCAN MATERIALS COMPANY	7805	SHPX	204885
VULCAN MATERIALS COMPANY	7805	SHPX	204886
VULCAN MATERIALS COMPANY	7805	SHPX	204887

Lessee	Contract	Rptg Mark	Car Number
VULCAN MATERIALS COMPANY	7805	SHPX	204888
VULCAN MATERIALS COMPANY	7805	SHPX	204889
VULCAN MATERIALS COMPANY	7805	SHPX	204890
VULCAN MATERIALS COMPANY	7805	SHPX	204891
VULCAN MATERIALS COMPANY	7805	SHPX	204892
VULCAN MATERIALS COMPANY	7805	SHPX	204893
VULCAN MATERIALS COMPANY	7805	SHPX	204894
VULCAN MATERIALS COMPANY	7805	SHPX	204895
VULCAN MATERIALS COMPANY	7805	SHPX	204896
VULCAN MATERIALS COMPANY	7805	SHPX	204897
VULCAN MATERIALS COMPANY	7805	SHPX	204898
VULCAN MATERIALS COMPANY	7805	SHPX	204899
VULCAN MATERIALS COMPANY	7805	SHPX	204900
VULCAN MATERIALS COMPANY	7805	SHPX	204901
VULCAN MATERIALS COMPANY	7805	SHPX	204902
VULCAN MATERIALS COMPANY	7805	SHPX	204903
VULCAN MATERIALS COMPANY	7805	SHPX	204904
VULCAN MATERIALS COMPANY	7805	SHPX	204905
VULCAN MATERIALS COMPANY	7805	SHPX	204906
VULCAN MATERIALS COMPANY	7805	SHPX	204907
VULCAN MATERIALS COMPANY	7805	SHPX	204908
VULCAN MATERIALS COMPANY	7805	SHPX	204909
VULCAN MATERIALS COMPANY	7805	SHPX	204910

74

Cars